

Special Council Meeting Agenda
Monday, August 31, 2015

Mr. Daniel Peters, President of North Canton's City Council, has requested a Special Council Meeting of Council Members, the Mayor, Director of Administration, Director of Finance, and the Director of Law, for **Monday, August 31, 2015, at 7:00 p.m. immediately following the Committee of the Whole Meeting** in Council Chambers at North Canton City Hall, to consider the following:

1. Call to Order
2. Roll Call
3. Recognition of Visitors
4. New Business
5. **Ordinance No. 45 - 2015 – 1st Reading – Ordinance, Rules and Claims Committee**

An ordinance to approve and adopt current replacement pages to the Codified Ordinances, and declaring the same to be an emergency.

6. **Ordinance No. 46 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee**

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Fixed Base Water Meter Project, at a total cost not to exceed \$1,074,000.

7. **Ordinance No. 47 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee**

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1617964, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein New Berlin Company, LLC, has given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

8. **Ordinance No. 48 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee**

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1619140, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein New Berlin Company, LLC, has given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

9. **Ordinance No. 49 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee**

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1619794, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein Richard L. Heiser and Brenda S. Heiser, have given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

10. Ordinance No. 50 - 2015 – 1st Reading – Water, Sewer and Rubbish Committee

An ordinance amending Ordinance No. 9 – 2015, the Linwood Ave SW Waterline Replacement (Glenwood to Chandler) Project in the City of North Canton, increasing the appropriation from not to exceed \$400,000.00 to not to exceed \$440,000.00, and declaring the same to be an emergency.

11. Ordinance No. 51 - 2015 – 1st Reading – Finance and Property Committee

An ordinance authorizing the Director of Finance of the City of North Canton to make payment to Plain Township in the amount of \$3,606.82 for annexation property tax reparations due through tax year 2014.

12. Ordinance No. 52 - 2015 – 1st Reading – Finance and Property Committee

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Park Development Fund to the Facilities Account in the amount of \$53.03 for the current expenses during the fiscal year ending December 31, 2015.

13. Ordinance No. 53 - 2015 – 1st Reading – Finance and Property Committee

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement between the City of North Canton and the Stark County Commissioners and U.S. Geological Survey, Ohio Water Science Center ("USGS") for the placement of a stream gauge in the Zimber Ditch within the City's corporate limits, and declaring the same to be an emergency.

14. Adjourn

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. 45 - 2015

An ordinance to approve and adopt current replacement pages to the Codified Ordinances, and declaring the same to be an emergency.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances; and

WHEREAS, the City of North Canton has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council in the form of replacement pages to the Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That, in accordance with Ohio R.C. 731.23, the ordinances of the City of North Canton, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2015 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

301.19 Motorcycle. (Amended)
303.081 Impounding Vehicles on Private Residential Property. (Amended)
303.082 Tow Away Zones. (Amended)
331.44 Vehicular Operation on Street Closed Due to Rise in Water Level. (Added)
335.031 Driving With Probationary License; Curfew. (Amended)
335.072 Driving Under Financial Responsibility Law Suspension or Cancellation. (Amended)
335.074 Driving under License Forfeiture or Child Support Suspension. (Amended)
335.09 Display of License Plates. (Amended)
335.10 Expired or Unlawful License Plates. (Amended)
341.01 Definitions. (Amended)
341.03 Prerequisites to Operation of a Commercial Vehicle. (Amended)
341.05 Criminal Offenses. (Amended)
341.06 Employment of Drivers of Commercial Vehicles. (Amended)
351.03 Prohibited Standing or Parking Places. (Amended)
351.04 Parking Near Curb; Handicapped Parking. (Amended)
373.02 Riding Upon Seats; Handlebars; Helmets and Glasses. (Amended)

General Offenses Code

501.01 Definitions. (Amended)
501.07 Requirements For Criminal Liability. (Amended)
501.08 Culpable Mental States. (Amended)
529.07 Open Container Prohibited. (Amended)
533.09 Soliciting. (Amended)
533.15 Unlawful Advertising of Massage. (Added)
537.05 Aggravated Menacing. (Amended)
537.051 Menacing by Stalking. (Amended)
537.06 Menacing. (Amended)

- 545.01 Theft and Fraud Definitions. (Amended)
- 545.02 Determining Property Value in Theft Offense. (Amended)
- 545.05 Petty Theft. (Amended)
- 545.15 Securing Writings by Deception. (Amended)
- 549.01 Weapons Definitions. (Amended)

Section 3. That the complete text of the sections of the Codified Ordinances listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. Any summary publication of this ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

Section 4: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of the current replacement pages to the Codified Ordinances to the officials and residents of the City so as to facilitate administration, daily operation and avoid legal entanglements including conflict with general State law; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed in Council this_____day of_____2015

David Held, Mayor

Signed:_____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 46 - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Fixed Base Water Meter Project, at a total cost not to exceed \$1,074,000.

WHEREAS, the City desires to enter into a contract for the purchase of equipment required for the Fixed Based Water Meter Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Fixed Base Water Meter Project.

Section 2. That the Mayor of City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Fixed Base Water Meter Project, at a total cost not to exceed \$1,074,000.

Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5500	Equipment	\$1,074,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 47 - 2015

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1617964, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein New Berlin Company, LLC, has given and granted unto the City of North Canton said easement for and in consideration of \$1.00, and other good and valuable consideration, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the City of North Canton approves, confirms, and accepts New Berlin Company, LLC's grant of a perpetual public waterline easement across parcel number 1617964, to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will, a potable water main with the right of ingress and egress at any time to and from such utility and all appurtenances thereto, on, under and through the property known as being part of the Southeast Quarter of Section 12, situated in Jackson Township, for and in consideration of \$1.00 and other good and valuable consideration.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely approval, confirmation, and acceptance of said easements so that the City may continue to provide potable water to its residents without a delay of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015.

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

COPY
COPY

PERPETUAL WATER MAIN EASEMENT
Across Parcel No. 1617964

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, New Berlin Company, LLC, an Ohio limited liability company GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain water mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. As part of the settlement for Grantee's use of the water main easement, the Grantee shall waive the following for parcel nos. 10004282, 1619794, 1619140, and 1617964;

A. The front foot connection fee pursuant to the Grantee's Codified Ordinance 935.02(a)(1).

The Grantor shall be responsible for all meter fees, inspection fees, and tap-in fees associated with obtaining a plumbing permit with the Grantee.

8. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.

9. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Water Main Easement this 9th day of April, 2015.

GRANTOR(S):

New Berlin Company, LLC

By: Richard L. Heiser, Operating Manager



(Signed Name)

NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF STARK)

Before me, a Notary Public in and for said County, personally appeared Richard L. Heiser, Operating Manager for New Berlin Company, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 9th Day of APRIL, 2015.


Notary Public



Linda J Tels
Notary Public, State of Ohio
My Commission Expires 10-31-2017

Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

EXHIBIT 'A'
Page 1 of 3

LEGAL DESCRIPTION
Water Main Easement
0.137 Acres
Parcel #1617964

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being part of the Southeast Quarter of Section 12, Township 11 (Jackson), Range 9 as recorded in Official Image Record 199811160082899 of the Stark County Records and more fully described as follows:

Beginning at the southeast corner of said Southeast Quarter of Section 12, thence North 4°57'42" East along the east line of said Section 12 a distance of 15.00 feet to a point at the southeast corner of a parcel of land now or formerly owned by Michael A. and Shirley M. Cary Trustees; thence North 85°01'42" West along the south line of said Cary parcel a distance of 214.63 feet to the southeast corner of a tract of land now or formerly owned by New Berlin Company LLC; thence North 85°06'27" West along the south line of said New Berlin Company LLC parcel a distance of 333.07 feet to a point on the east line of Whipple Avenue N.W., an 80 foot public right-of-way, and also being the true place of beginning of the tract herein described;

Thence continuing on the east line of Whipple Avenue N.W. along a curve to the right along an arc for 141.94', having a radius of 1869.86' and a chord length of 141.91' and a chord bearing of North 2°28'54" West to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 1°21'38" East along the west property line of said New Berlin Company LLC parcel a distance of 113.05 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 3°04'02" East along the west property line of said New Berlin Company LLC parcel a distance of 43.04 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. South 86°25'20" East along the west property line of said New Berlin Company LLC parcel a distance of 15.00 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. South 86°25'20" East along the west property line of said New Berlin Company LLC parcel a distance of 18.99 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 03°34'43" East along the west property line of said New Berlin Company LLC parcel a distance of 16.00 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 86°26'20" East along the west property line of said New Berlin Company LLC parcel a distance of 18.99 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 86°26'20" East along the west property line of said New Berlin Company LLC parcel a distance of 15.00 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 3°58'36" East along the west property line of said New Berlin Company LLC parcel a distance of 41.00 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 4°45'25" East along the west property line of said New Berlin Company LLC parcel a distance of 59.32 feet to a point;

Thence South 85°14'35" East a distance of 15.00 feet to a point;

EXHIBIT 'A'
Page 2 of 3

Thence South 4°45'25" West a distance of 59.21 feet to a point;

Thence South 3°58'36" West a distance of 40.79 feet to a point on the east line of said Whipple Avenue N.W.;

Thence continuing on the east line of Whipple Avenue N.W. South 86°26'20" East along the west property line of said New Berlin Company LLC parcel a distance of 18.99 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. South 03°34'43" West along the west property line of said New Berlin Company LLC parcel a distance of 16.00 feet to a point;

Thence continuing on the east line of Whipple Avenue N.W. North 86°25'20" West along the west property line of said New Berlin Company LLC parcel a distance of 18.99 feet to a point;

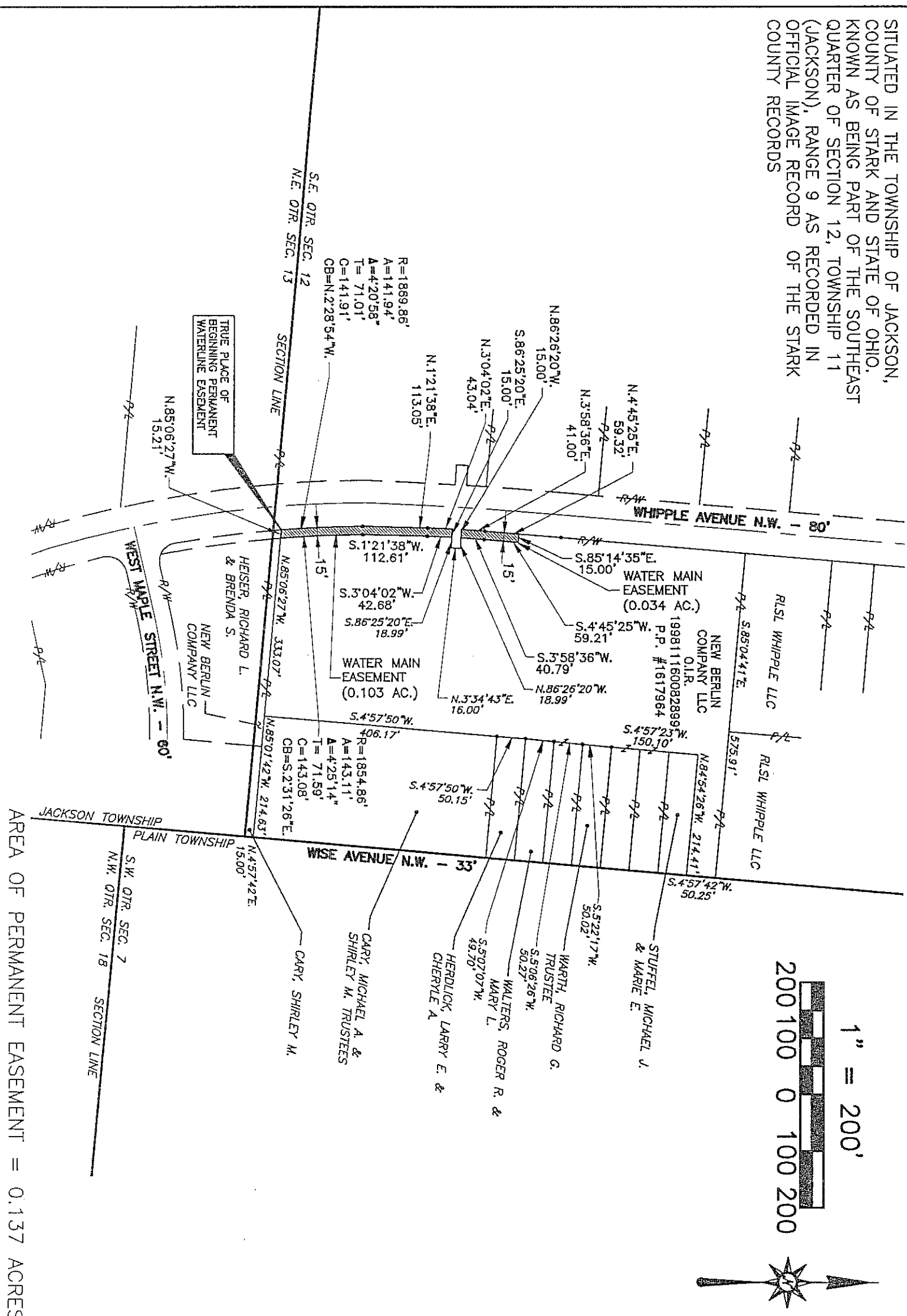
Thence South 3°04'02" West a distance of 42.68 feet to a point;

Thence South 1°21'38" West a distance of 112.61 feet to a point;

Thence along a curve to the left along an arc for 143.11', having a radius of 1854.86' and a chord length of 143.08' and a chord bearing of South 2°31'26" East to a point on the south line of said New Berlin Company LLC parcel;

Thence North 85°06'27" West along the southern property line of said New Berlin Company LLC a distance of 15.21 feet to the True Place of Beginning and containing 0.137 Acres of land, more or less, as determined in January, 2015 by CT Consultants, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

SITUATED IN THE TOWNSHIP OF JACKSON,
COUNTY OF STARK AND STATE OF OHIO,
KNOWN AS BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 12, TOWNSHIP 11
(JACKSON), RANGE 9 AS RECORDED IN
OFFICIAL IMAGE RECORD OF THE STARK
COUNTY RECORDS



AREA OF PERMANENT EASEMENT = 0.137 ACRES

NEW BERLIN COMPANY LLC
WATER MAIN EASEMENT
EXHIBIT 'A'
PAGE 3 OF 3

PREPARED BY:

CT Consultants
engineers | architects | planners
2725 Abington Court, Suite 200, Fairlawn, Ohio 44333
330.375.0800 www.ctconsultants.com

DATE:	1/6/15
PROJECT NO.	14520
DRAWN BY:	B.E.K.

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 48 - 2015

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1619140, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein New Berlin Company, LLC, has given and granted unto the City of North Canton said easement for and in consideration of \$1.00, and other good and valuable consideration, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the City of North Canton approves, confirms, and accepts New Berlin Company, LLC's grant of a perpetual public waterline easement across parcel number 1619140, to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will, a potable water main with the right of ingress and egress at any time to and from such utility and all appurtenances thereto, on, under and through the property known as being part of the Southeast Quarter of Section 12, situated in Jackson Township, for and in consideration of \$1.00 and other good and valuable consideration.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely approval, confirmation, and acceptance of said easements so that the City may continue to provide potable water to its residents without a delay of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015.

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

COPY

COPY

PERPETUAL WATER MAIN EASEMENT
Across Parcel No. 1619140

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **New Berlin Company, LLC**, an Ohio limited liability company GRANTOR, does hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain water mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. As part of the settlement for Grantee's use of the water main easement, the Grantee shall waive the following for parcel nos. 10004282, 1619794, 1619140, and 1617964:

A. The front foot connection fee pursuant to the Grantee's Codified Ordinance 935.02(a)(1).

The Grantor shall be responsible for all meter fees, inspection fees, and tap-in fees associated with obtaining a plumbing permit with the Grantee.

8. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.

9. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Water Main Easement this 9th day of April, 2015.

GRANTOR(S):

New Berlin Company, LLC

By: Richard L. Heiser, Operating Manager

Richard L. Heiser

(Signed Name)

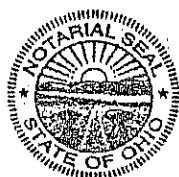
NOTARY:

STATE OF OHIO)
) SS:
COUNTY OF Stark)

Before me, a Notary Public in and for said County, personally appeared Richard L. Heiser, Operating Manager for New Berlin Company, LLC, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 9th Day of April, 2015.

Linda J. Tals
Notary Public



Linda J Tals
Notary Public, State of Ohio
My Commission Expires 10-31-2017

Seal

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 47

EXHIBIT 'A'
Page 1 of 2

LEGAL DESCRIPTION
Water Main Easement
0.005 Acres
Parcel #1619140

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being part of the Southeast Quarter of Section 12, Township 11 (Jackson), Range 9 as recorded in Official Image Record 199811250086291 of the Stark County Records and more fully described as follows:

Beginning at the southeast corner of said Southeast Quarter of Section 12, thence North $85^{\circ}03'12''$ West along the south line of said Section 12, a distance of 545.12 feet to the southwest corner of a tract of land now or formerly owned by New Berlin Company LLC, said point also being on the east line of Whipple Avenue N.W., an 80 foot public right-of-way, and also being the true place of beginning of the tract herein described;

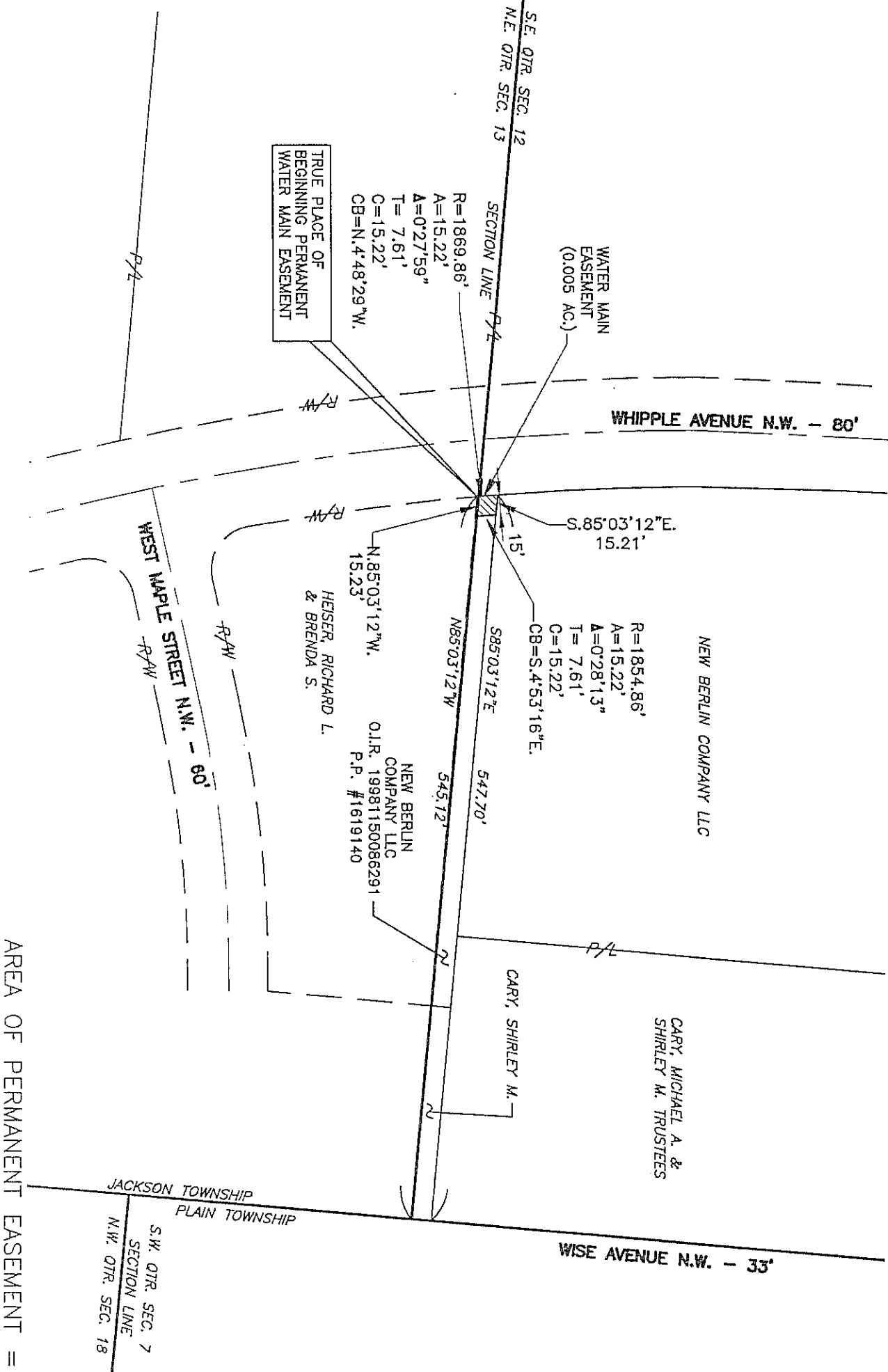
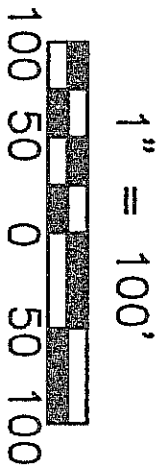
Thence continuing on the east line of Whipple Avenue N.W. along a curve to the right along an arc for 15.22', having a radius of 1869.86' and a chord length of 15.22' and a chord bearing of North $4^{\circ}48'29''$ West to a point at the northwest of said New Berlin Company LLC;

Thence South $85^{\circ}03'12''$ East along the northern property line of said New Berlin Company LLC parcel a distance of 15.21 feet to a point;

Thence along a curve to the left along an arc for 15.22', having a radius of 1854.86' and a chord length of 15.22' and a chord bearing of South $4^{\circ}53'16''$ East to a point on the south line of said New Berlin Company LLC;

Thence North $85^{\circ}03'12''$ West along the southern property line of said New Berlin Company LLC a distance of 15.23 feet to the True Place of Beginning and containing 0.005 Acres of land, more or less, as determined in January, 2015 by CT Consultants, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

SITUATED IN THE TOWNSHIP OF JACKSON,
COUNTY OF STARK AND STATE OF OHIO,
KNOWN AS BEING PART OF THE SOUTHEAST
QUARTER OF SECTION 12, TOWNSHIP 11
(JACKSON), RANGE 9 AS RECORDED IN
OFFICIAL IMAGE RECORD OF THE STARK
COUNTY RECORDS



AREA OF PERMANENT EASEMENT = 0.005 ACRES

NEW BERLIN COMPANY LLC
WATER MAIN EASEMENT
EXHIBIT 'A'
PAGE 2 OF 2

PREPARED BY:



CT Consultants
engineers | architects | planners

2725 Abington Court, Suite 200, Fairlawn, Ohio 44333
330.372.0800 www.ctconsultants.com

DATE: 1/7/15

PROJECT NO. 14520

DRAWN BY: B.E.K.

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 49 - 2015

An ordinance approving, confirming and accepting a perpetual public waterline easement across parcel number 1619794, being part of the Southeast Quarter of Section 12, situated in Jackson Township, County of Stark, and State of Ohio, wherein Richard L. Heiser and Brenda S. Heiser have given and granted unto the City of North Canton said easement for and in consideration of \$1.00 and other good and valuable consideration, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the City of North Canton approves, confirms, and accepts Richard L. Heiser and Brenda S. Heiser's grant of a perpetual public waterline easement across parcel number 1619794, to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will, a potable water main with the right of ingress and egress at any time to and from such utility and all appurtenances thereto, on, under and through the property known as being part of the Southeast Quarter of Section 12, situated in Jackson Township, for and in consideration of \$1.00 and other good and valuable consideration.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely approval, confirmation, and acceptance of said easement so that the City may continue to provide potable water to its residents without a delay of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015.

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

COPY

COPY

PERPETUAL WATER MAIN EASEMENT
Across Parcel No. 1619794

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, **Richard L. Heiser and Brenda S. Heiser**, GRANTORS, do hereby give and grant unto **THE CITY OF NORTH CANTON**, an Ohio municipal corporation, GRANTEE, a perpetual easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a potable water main, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain water mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

SEE ATTACHED EXHIBIT "A"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. As part of the settlement for Grantee's use of the water main easement, the Grantee shall waive the following for parcel nos. 10004282, 1619794, 1619140, and 1617964:

A. The front foot connection fee pursuant to the Grantee's Codified Ordinance 935.02(a)(1).

The Grantor shall be responsible for all meter fees, inspection fees, and tap-in fees associated with obtaining a plumbing permit with the Grantee.

8. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.

9. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Water Main Easement this 9th day of April, 2015.

GRANTOR(S):

Richard L. Heiser

Richard L. Heiser
(Signed Name)

Brenda S. Heiser

Brenda S. Heiser
(Signed Name)

NOTARY:

STATE OF OHIO)

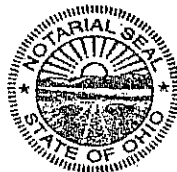
) SS:

COUNTY OF Frank)

Before me, a Notary Public in and for said County, personally appeared Richard L. Heiser and Brenda S. Heiser, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 9th Day of April, 2015.

Linda J. Tols
Notary Public



Linda J. Tols Seal
Notary Public, State of Ohio
My Commission Expires 10-31-2017

This instrument prepared by: City of North Canton
145 North Main Street
North Canton, OH 4720

EXHIBIT 'A'

Page 1 of 2

LEGAL DESCRIPTION

Water Main Easement

0.065 Acres

Parcel #1619794

Situated in the Township of Jackson, County of Stark and State of Ohio and known as being part of the Northeast Quarter of Section 13, Township 11 (Jackson), Range 9 as recorded in Official Image Record 199405260029052 of the Stark County Records and more fully described as follows:

Beginning at the northeast corner of said Northeast Quarter of Section 13, thence North 85°02'25" West along the north line of said Section 13, a distance of 161.70 feet to the northeast corner of a tract of land now or formerly owned by Richard L. and Brenda S. Heiser. Thence continuing along the north line of said Heiser parcel North 85°02'25" West a distance of 383.47 feet to a point on the east line of Whipple Avenue N.W., an 80 foot public right-of-way, said point also being the true place of beginning of the tract herein described;

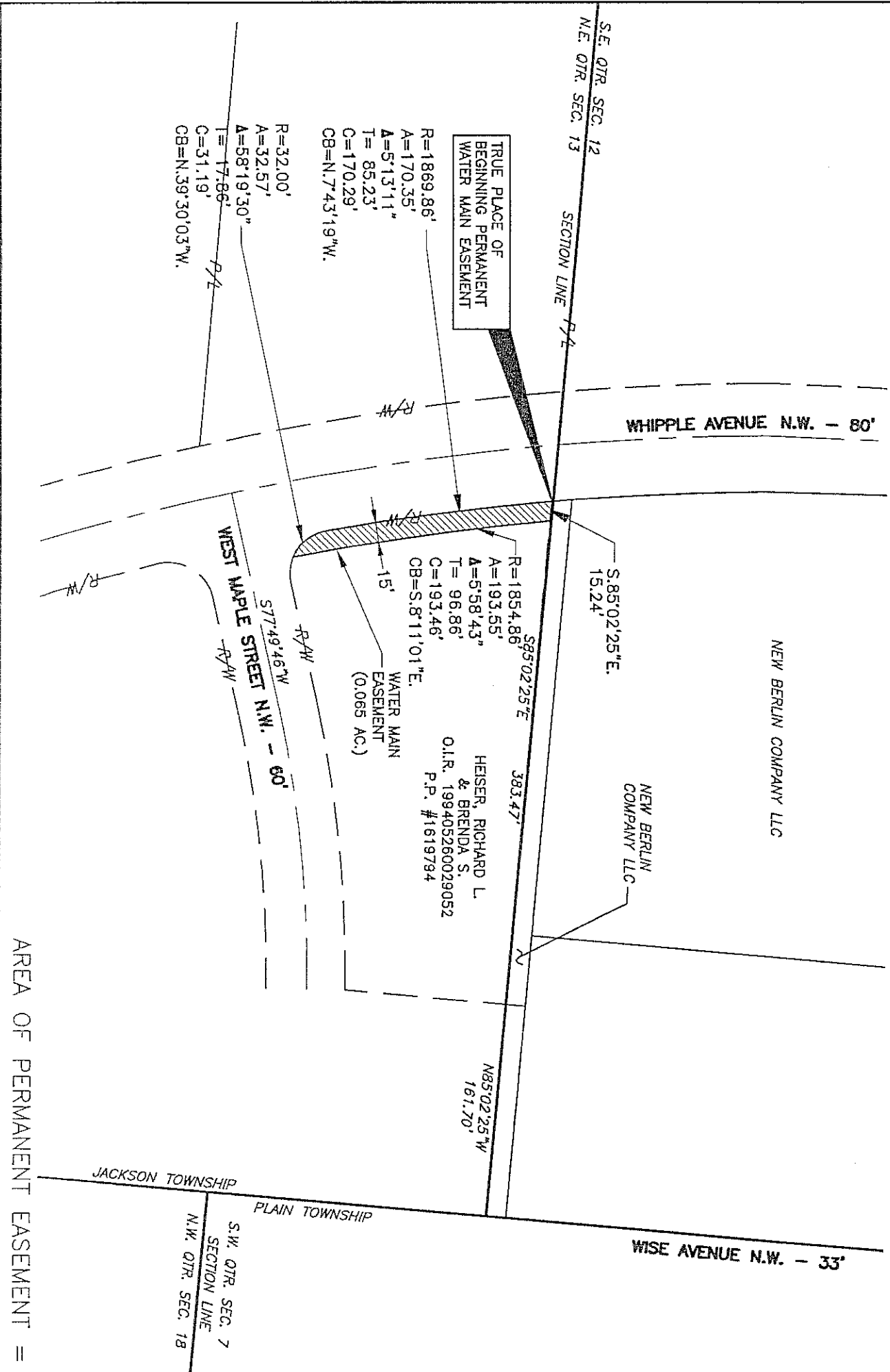
Thence South 85°02'25" East along the northern property line of said Heiser parcel a distance of 15.24 feet to a point;

Thence along a curve to the left along an arc for 193.55', having a radius of 1854.86' and a chord length of 193.46' and a chord bearing of South 8°11'01" East to a point on the north line of West Maple Street N.W., a 60 foot public right-of-way;

Thence continuing on the north line of West Maple Street along a curve to the right along an arc for 32.57', having a radius of 32.00' and a chord length of 31.19' and a chord bearing of North 39°30'03" West to a point on the east line of Whipple Avenue N.W.;

Thence continuing on the east line of Whipple Avenue N.W. along a curve to the right along an arc for 170.35', having a radius of 1869.86' and a chord length of 170.29' and a chord bearing of North 7°43'19" West, to the True Place of Beginning and containing 0.065 Acres of land, more or less, as determined in January, 2015 by CT Consultants, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.

SITUATED IN THE TOWNSHIP OF JACKSON,
COUNTY OF STARK AND STATE OF OHIO,
KNOWN AS BEING PART OF THE NORTHEAST
QUARTER OF SECTION 13, TOWNSHIP 11
(JACKSON), RANGE 9 AS RECORDED IN
OFFICIAL IMAGE RECORD OF THE STARK
COUNTY RECORDS



AREA OF PERMANENT EASEMENT = 0.065 ACRES

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 50 – 2015

An ordinance amending Ordinance No. 9 - 2015, the Linwood Ave SW Waterline Replacement (Glenwood to Chandler) Project in the City of North Canton, increasing the appropriation from not to exceed \$400,000.00 to not to exceed \$440,000.00, and declaring the same to be an emergency.

WHEREAS, it is necessary for the City to increase the appropriation from not to exceed \$400,000.00 to not to exceed \$440,000.00 in order for work to begin on the Linwood Ave SW Waterline Replacement (Glenwood to Chandler) Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Ordinance No. 9 - 2015, 2014 Linwood Ave SW Waterline Replacement (Glenwood to Chandler) Project, be, and the same is hereby amended to increase its appropriation from not to exceed \$400,000.00 to not to exceed \$440,000.00; copy of Ordinance No. 9 – 2015 is attached hereto and is incorporated herein.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and as a result of the lowest and best bid, and the engineer's estimate further necessary for the timely completion of the Linwood Ave SW Waterline Replacement (Glenwood to Chandler) Project before the onset of the winter season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015.

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 9 - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration, and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Linwood Avenue SW (Glenwood to Chandler) Waterline Replacement Project, at a total cost not to exceed \$400,000.

WHEREAS, Linwood Avenue SW (Glenwood to Chandler) requires waterline replacement; and

WHEREAS, the City desires to enter into a contract for a waterline replacement at Linwood Avenue SW (Glenwood to Chandler).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the office of the Director of Administration, for the Linwood Avenue SW (Glenwood to Chandler) Waterline Replacement Project.

Section 2. That the Mayor of City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Linwood Avenue SW (Glenwood to Chandler) Waterline Replacement Project, at a total cost not to exceed \$400,000.

Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Waterlines	\$400,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this 23rd day of February, 2015


David Held, Mayor

Signed: 2/23, 2015

ATTEST:


Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 51 - 2015

An ordinance authorizing the Director of Finance of the City of North Canton to make payment to Plain Township in the amount of \$3,606.82 for annexation property tax reparations due through tax year 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Finance of the City of North Canton, be, and is hereby authorized to make payment to Plain Township in the amount of \$3,606.82 for annexation property tax reparations due through tax year 2014 from the following appropriations:.

101	GENERAL FUND	
101.627.5403	Property Tax Reimbursement	\$3,606.82

upon receipt of vouchers duly approved by the proper departmental authority.

Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 3. That this ordinance is necessary for the timely payment to Plain Township of annexation property tax reparations; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015.

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 52 – 2015

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Park Development Fund to the Facilities Account in the amount of \$53.03 for the current expenses during the fiscal year ending December 31, 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, during the fiscal year ending December 31, 2015, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the 331 Fund PARK DEVELOPMENT FUND	\$53.03
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Appropriate To:

331 PARK DEVELOPMENT FUND 331.309.5501 Facilities	\$53.03
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Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is necessary to appropriate these dollars to be used towards the purchase of equipment needed in the Park Department. That this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 53 - 2015

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement between the City of North Canton and the Stark County Commissioners and the U.S. Geological Survey, Ohio Water Science Center ("USGS") for the placement of a stream gauge in the Zimmer Ditch within the City's corporate limits, and declaring the same to be an emergency.

WHEREAS, the City of North Canton desires to enter into an agreement with Stark County Commissioners and the USGS as part of a USGS proposal to place a stream gauge in the Zimmer Ditch; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton is hereby authorized to enter into an agreement between the City and the Stark County Commissioners and the USGS for the placement of a stream gauge in the Zimmer Ditch within the City's corporate limits. The stream gauge is part of the final proposal by the U.S. Geological Survey, which will provide hydrologic information to various federal state and local agencies
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and with other participating agencies awaiting the City's approval, time is of essence to move forward with the installation of the stream gauge for the collection of data to begin; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015

David Held, Mayor

Signed: _____, 2015

ATTEST:

Mary Beth Bailey, Clerk of Council